

STANDARD FORM NUMBER 5

DeKalb County  
Contract No. 1075460

GEORGIA, DEKALB COUNTY

FORMAT I – CDBG  
REVOLVING LOANS

THIS AGREEMENT made as of this 27<sup>th</sup> day of August, 2017, (hereinafter called the “execution date”) by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the “COUNTY”), and Access to Capital for Entrepreneurs, Inc., a not-for-profit Corporation, chartered in the State of Georgia, acting by and through its duly elected Board of Directors (hereinafter sometimes referred to as “CORPORATION” or “Contractor”).

**WITNESSETH:** That for and in consideration of the mutual covenants and agreements herein set forth, the County and the CORPORATION hereby agree as follows:

I.

The CORPORATION shall commence the Work under this Agreement within ten (10) days from the execution date. CORPORATION shall fully complete the Work within Three Hundred Sixty Five (365) days from and including the execution date. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the CORPORATION in accordance with the terms of this Contract.

II.

As required by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. This Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination

provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2018, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the CORPORATION in accordance with the terms of this Contract.

**II.**

The CORPORATION agrees to perform the activities and comply with the requirements stated on Exhibit A, which is attached hereto and by reference made a part hereof.

**III.**

The CORPORATION agrees to submit a budget acceptable to the COUNTY showing the planned expenditure of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with good accounting practices, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof.

**IV.**

The COUNTY designates the Director of DeKalb County Community Development Department as its point of contact, coordinator, and liaison person with CORPORATION in the execution of the terms of this CONTRACT.

**V.**

The COUNTY agrees that it will pay to the CORPORATION an amount not to exceed Four Hundred Fifty Thousand and No/100ths Dollars (\$450,000). All payments will be made upon receipt of proper invoice submitted to the Community Development Director after performance of the services, rather than payments made in advance of services rendered.

**VI.**

The CORPORATION shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or

damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY. The CORPORATION shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of the CORPORATION, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The CORPORATION expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

## VII.

The CORPORATION shall execute a blanket assignment document covering all loans funded by CDBG and all CDBG program income. This assignment will cover all, current and future CDBG loans and program income. Notice of the assignment will be recorded with the Clerk of the Superior Court of DeKalb County. The blanket assignment shall be in a form and substance acceptable to the COUNTY and shall, at minimum, incorporate the terms and conditions of this CONTRACT and contain default and remedy provisions acceptable to the COUNTY.

Each loan extended by the CORPORATION shall have a clause in the note executed by the borrower indicating that the loan is assigned to DeKalb County Government and that further assignment or sale of the note cannot be made without prior written consent of DeKalb County Government.

## VIII.

Prior to commencing work, CORPORATION shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by CORPORATION. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A-" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to CORPORATION. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect CORPORATION, and others as required by contract, for liabilities in connection with work performed by or on behalf of CORPORATION, its agents, representatives, employees or Contractors.

- A. Certificate(s) of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:
  - 1. Statutory Worker's Compensation Insurance, or proof that the CORPORATION is not required to provide such coverage under state law;
  - 2. Commercial Liability Insurance covering all operations and automobiles:
    - a. With limit of \$300,000 each occurrence for bodily injury -- general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence -- automobile liability coverage.
    - b. With limit of \$100,000 Property Damage each occurrence -- general liability coverage and automobile liability coverage.
- B. Certificate(s) of Insurance must be executed in accordance with the following provisions:
  - 1. Certificate(s) to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;
  - 2. Certificate(s) to contain the locations and operations to which the insurance applies;
  - 3. Certificate(s) to contain the CORPORATION'S protective coverage for any Subcontractor's operations;

4. Certificate(s) to contain the CORPORATION'S contractual insurance coverage;
5. Certificate(s) to be issued to:

DeKalb County, Georgia  
Department of Purchasing and Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

- C. The CORPORATION shall be wholly responsible for securing certificate(s) of insurance coverage as set forth above for all Subcontractors who are engaged in this work.
- D. The CORPORATION agrees to carry statutory Worker's Compensation Insurance and to have all Subcontractors likewise carry statutory Worker's Compensation Insurance, or provide proof that such coverage is not required under state law.

#### IX.

Precedent to the execution of this CONTRACT and before the starting of any work, the CORPORATION shall furnish to the COUNTY a Certificate of Insurance covering its Fidelity Bond in at least the total amount of this CONTRACT. Surety Company shall be acceptable to the COUNTY and licensed to do business in the State of Georgia.

#### X.

The CORPORATION shall comply with all federal laws and regulations governing the use of CDBG funds specifically including, without limitation, those requirements set forth in Subpart K of 24 CFR Part 570, 24 CFR 570.502, the circulars governing the program including Office of Management and Budget Circular Nos. A-110 and A-122, and other regulations that may be promulgated by the federal government and identified by the Community Development Director. A list of the current 24 CFR Part 570 regulations is attached hereto as Exhibit C. The CORPORATION does not assume the COUNTY'S environmental responsibilities described at Section 570.604 nor the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Further, in accordance with the provisions of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice, the CORPORATION will comply with the regulations as they relate to activities that involve the acquisition of real property or the displacement of persons, or businesses including displacement caused by rehabilitation and demolition activities. The CORPORATION will obtain approval from the COUNTY prior to initiating any such activities.

## XI.

In accordance with 24 CFR 570.500(a), payments of principal and interest on loans made using CDBG funds are considered program income. The CORPORATION may retain the program income it receives for the future lending needs. Principal and interest portion of loan payment (program income) will be used for future lending needs. However, in accordance with 24 CFR 570.500(b), the CORPORATION shall maintain the revolving loan fund cash balance and all program income in an interest bearing account(s). Any interest earned on these interest-bearing accounts must be remitted to the COUNTY.

Program income on hand when the CONTRACT expires, or received after the CONTRACT'S expiration, may also be retained by the CORPORATION for the operation of the revolving loan fund, provided that the activities of the CORPORATION remain in accordance with the terms stated in this CONTRACT. The CORPORATION agrees to immediately reimburse program income on hand when the CONTRACT expires or received after the CONTRACT'S expiration.

## XII.

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the

respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

### **XIII.**

Notwithstanding any other CONTRACT provision, the COUNTY may **unilaterally** terminate this CONTRACT at any time, in whole or in part, with or without cause. The COUNTY will terminate by delivering to the CORPORATION a Notice of Termination specifying the terms, extent, and effective date of termination. The effective date of termination shall be at least thirty (30) days after the date of the Notice of Termination. Additionally, in accordance with 24 CFR 85.43, suspension or termination of the CONTRACT may occur if the CORPORATION materially fails to comply with any term of this CONTRACT, and the CONTRACT may be terminated for convenience in accordance with 24 CFR 85.44.

The CORPORATION may terminate the CONTRACT only upon written approval from the COUNTY. The CORPORATION must provide the COUNTY with a written thirty (30) day notice of intent to terminate.

If the CONTRACT is terminated as provided herein, and if any funds have been expended by the COUNTY in accordance with this CONTRACT, the COUNTY will provide the CORPORATION a written termination plan that identifies any funds that must be paid back to the COUNTY and any written obligations which must be satisfied by the CORPORATION pursuant to the CONTRACT prior to termination of the CONTRACT. The specific requirements of the termination plan shall be in accordance with this CONTRACT and shall be at the sole discretion of the COUNTY.

### **XIV.**

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

CORPORATION

Access to Capital for Entrepreneurs, Inc.  
3173 Highway 129 N.  
Cleveland, Georgia 30528

COUNTY

DeKalb County, Georgia  
Department of Purchasing and Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

**XV.**

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the CORPORATION any status under this CONTRACT other than that of an independent contractor.

**XVI.**

This CONTRACT shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this CONTRACT shall be brought in the courts of DeKalb County, Georgia.

**XVII.**

The CORPORATION agrees that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled and defined by and under the laws of the State of Georgia.

**XVIII.**

**Contractor and Subcontractor Evidence of Compliance**

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions in accordance with O.C.G.A. § 13-10-91, as amended:



- a. the CORPORATION has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the CORPORATION must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18

of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.

- (5) To verify compliance, the CORPORATION agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

#### **XIX.**

In the event any provision of this CONTRACT is held to be unenforceable for any reason, the remainder of the CONTRACT shall be in full force and effect and enforceable in accordance with its terms.

#### **XX.**

Without regard to any designation made by the person or entity entering this CONTRACT, DeKalb County considers all information submitted in response to the CONTRACT to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the CONTRACT.

#### **XXI.**

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of

what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

**XXII.**

CORPORATION shall submit a copy of their valid company business license. If the CORPORATION is a Georgia corporation, CORPORATION shall submit a valid county or city business license. If the CORPORATION is not a Georgia corporation, CORPORATION shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If CORPORATION holds a professional certification which is licensed by the state of Georgia, then CORPORATION shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the CORPORATION for the duration of the contract.

**[Signatures continue on following page]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

**ACCESS TO CAPITAL FOR ENTREPRENEURS, INC.**

**DEKALB COUNTY, GEORGIA**

By: Grace C Fricks (SEAL)  
Signature

Grace C Fricks  
Name (Typed or Printed)

President and CEO  
Title

58-2383669  
Federal Tax I.D. Number

07/14/2017  
Date

[Signature] by Dir. (SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

8-27-17  
Date

**ATTEST:**

Ruth Ann Moore  
Signature

Ruth Ann Moore  
Name (Typed or Printed)

Secretary  
Title

7/25/17  
Date

**ATTEST:**

[Signature]

BARBARA H. SANDERS, CCC  
Clerk of the Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

August 30, 2017  
Date

**APPROVED AS TO SUBSTANCE:**

Allen Mitchell  
Department Director

21 July 2017  
Date

**APPROVED AS TO FORM:**

[Signature]  
Supervisor County Attorney Signature

TERRI N. GORDON  
Supervisor County Attorney Name (Typed or Printed)

5.8.2017  
Date

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

*Steve J. Frick*  
BY: Authorized Officer or Agent  
(Contractor Name)

President and CEO  
Title of Authorized Officer or Agent of Contractor

Grace C Fricks  
Printed Name of Authorized Officer or Agent

3173 Hwy 129 N Cleveland GA 30528  
Address (\*do not include a post office box)

1-6-15  
Federal Work Authorization  
Enrollment Date  
841639  
Identification Number

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

18 DAY OF July, 2017

*Lynn C Sizemore*  
Notary Public

My Commission Expires: 2-2-2019

LYNN C. SIZEMORE  
NOTARY PUBLIC  
White County  
State of Georgia  
My Comm. Expires Feb. 2, 2019

### SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Access to Capital for Entrepreneurs Inc (name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

John Archie Bowling  
BY: Authorized Officer or Agent  
(Subcontractor Name)

7-18-17  
Federal Work Authorization  
Enrollment Date

OWNER  
Title of Authorized Officer or Agent of Subcontractor

1214730  
Identification Number

John Archie Bowling  
Printed Name of Authorized Officer or Agent

7979 Hwy 52 East Murvayville, Ga 30564  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
18<sup>th</sup> DAY OF July, 2017

Atty. Frederick  
Notary Public  
My Commission Expires: 11/6/2020

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Swilling Underwriting Services, LLC (name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

[Signature]  
BY: Authorized Officer or Agent  
(Subcontractor Name)

MISH1745  
Federal Work Authorization  
Enrollment Date

CEO  
Title of Authorized Officer or Agent of Subcontractor

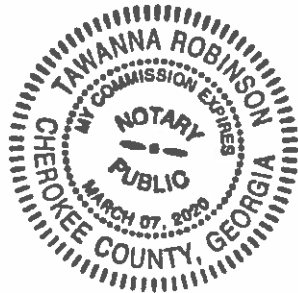
47-1252352  
Identification Number

Eric Swilling  
Printed Name of Authorized Officer or Agent

1010 Vintage Ct Fairburn, GA 30213  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
6 DAY OF June, 2017

Tawanna Robinson  
Notary Public  
My Commission Expires: March 07, 2020



**CERTIFICATE OF CORPORATE RESOLUTION**

I, Ruth Ann Moore, certify the following:

That I am the duly elected and authorized Secretary of Access to Capital for Entrepreneurs, Inc. (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed Grace C. Fricks, in his/her official capacity as President and CEO of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

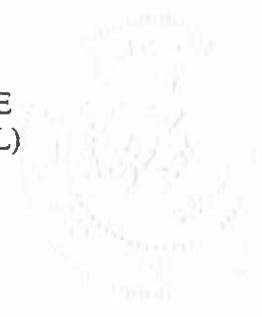
Operate a Revolving Loan Fund for Small Businesses

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof;

**IN WITNESS WHEREOF**, I have set my hand and corporate seal.

This the 14<sup>th</sup> day of July, 2017.

Ruth Ann Moore (CORPORATE  
Secretary SEAL)





## **ACCESS TO CAPITAL FOR ENTREPRENEURS, INC.**

### **Exhibit A Statement of Services**

Access to Capital for Entrepreneurs, Inc. (ACE), (hereinafter referred to as "CORPORATION") agrees to provide the services stated herein and maintain documentation that these services are completed in accordance with requirements of the Community Development Block Grant Program (CDBG) regulations.

- A. Operate a Revolving Loan Fund (RLF) program that will serve small businesses in DeKalb County by providing minimum loans of \$15,000 and maximum loans of \$35,000. Loan interest rates shall not exceed five percent (5%) and based on the value of each loan, provide an amortization schedule of no less than seven (7) years and no greater than ten (10) years. All approved loans with a value between \$25,000 and \$35,000 must create and/or retain no less than one (1) job for low- and moderate-income persons. Prior to the final approval of any loan, the Community Development Director must review and approve the closing.
- B. Provide the necessary documentation to show that the program meets the required eligibility guidelines as referenced to underwriting criteria in Attachment 1, "HUD Guidelines for Evaluating and Selecting Economic Development Projects". In accordance with and adhering to the requirements of Public Benefit Standards, Financial Appropriateness Criteria and Underwriting Criteria.
- C. CORPORATION agrees to review and administer all policies, procedures, guidelines, and activities necessary to implement the RLF.
- D. Should CORPORATION deem it necessary to reference its contractual obligations with DeKalb County in any printed information to be distributed in carrying out the activities set forth in this CONTRACT, CORPORATION agrees to seek and receive approval by the Community Development Director prior to distribution.
- E. Within thirty (30) days after the effective date of this CONTRACT, the CORPORATION shall submit a budget, covering the period of this CONTRACT to the Community Development Department for approval. This budget should clearly show the use of all Community Development Block Grant funds within this CONTRACT, including anticipated program income.
- F. Contractor will refer all loans resulting from this contract into the loan servicing contract currently in place. CORPORATION agrees to follow the detailed policies and procedures regarding the handling of loan repayments (Program Income) to ensure compliance with the requirements outlined in the CONTRACT.
- G. Within thirty (30) days after the effective date of this CONTRACT, the CORPORATION agrees to submit its Financial Assistance Policies, and Procedures to the Community Development Director for approval in writing, prior to the use of funds under this CONTRACT. If there are any revisions thereafter, the CORPORATION agrees to

submit the revised Financial Assistance Policies, and Procedures to the Community Development Director for approval in writing, prior to the use of funds under the revised Policies and Procedures.

H. DeKalb County agrees to aggressively market the RLF to potential small business owners in DeKalb County. Contractor will provide limited support upon request by the County. This support would include personnel for occasional speaking engagements or presentations.

I. The CORPORATION agrees to adhere to the following additional guidelines listed below.

1. Prior to the closing of any RLF loan, the CORPORATION shall submit:
  - Approval Notification Letter from Community Development Director
  - Loan Memorandum
  - Commitment letter
  - Appropriate documentation for environmental review clearance.
  
2. Monthly Program reports including:
  - Principal
  - Interest
  - Charge Off
  - Pay Off
  - Any other charges, list separately

Will be processed according to the Loan Servicing Contract.

3. On a quarterly basis, the CORPORATION shall submit an Executive report in narrative form summarizing agency activities to the Community Development Director. Additionally, the following reports should be attached.
  - CDBG RLF Monthly Reports including the following:
    - Principal
    - Interest
    - Charge Off
    - Pay Off
    - Any other charges, list separately

The reports should be submitted no later than the twentieth day following the end of each month.

4. On a quarterly basis, the CORPORATION shall submit a Job Creation Report based on the Public Benefit Standards established by HUD (see Job Creation Form A).
  
5. On a quarterly basis, the CORPORATION shall submit a Quarterly Balance

Sheet, a Quarterly Income Statement a Quarterly Program Income Reconciliation Report and a Quarterly Checking Account Reconciliation Report (for the account holding CDBG RLF Program Income and Loan Capital). The quarterly reports shall be submitted within thirty (30) days after the end of each quarter.

6. One hundred twenty (120) days after the end of each fiscal year for the duration of this CONTRACT, submit a copy of a financial audit conducted by a Certified Public Accountant.
7. On a bi-annual basis, the CORPORATION shall submit a Section 3 Reporting Form describing all activities undertaken by the Agency to address the Section 3 guidelines. This narrative should identify any new hires and/or individuals trained at the Agency who meet the definition of a Section 3 resident. A Section 3 resident is defined as a public housing resident or a low- or very low-income resident of the County. The form to be used is attached.
8. By January 10, 2018, the CORPORATION shall remit to the Community Development Department all earned interest generated from the account(s) holding CDBG RLF Program Income and CDBG funds from July 1, 2017 to December 31, 2018. The Community Development Department will forward this earned interest to the Department of Treasury.
9. The CORPORATION, as determined and requested by the Community Development Department, shall submit any additional reports or information necessary to meet the program requirements.

## **Attachment 1**

### **HUD GUIDELINES FOR EVALUATING AND SELECTING ECONOMIC DEVELOPMENT PROJECTS**

In Section 570.209, HUD outlines its suggested financial analysis for economic development projects by for-profit entities or projects satisfying the guidelines of Section 570.204. The public benefits section is mandatory. Although the suggested financial aspects are voluntary, they are highly recommended.

#### **HUD FINANCIAL APPROPRIATENESS CRITERIA**

The guidelines and objectives for evaluating project costs and financial requirements are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects which are financially viable and will make the most effective use of the CDBG funds. There are six criteria:

1. Project costs are reasonable.
2. All sources of project financing are committed.
3. To the extent practicable, CDBG funds are not substituted for non-Federal financial support.
4. Project is financially feasible.
5. To the extent practicable, the return of the owner's equity investment will not be unreasonably high.
6. To the extent practicable, CDBG funds are disbursed on a pro-rata basis with other finances provided to the project.

#### **HUD UNDERWRITING CRITERIA**

##### **Goals**

Public underwriters have multiple goals. Not only must the underwriter satisfy criteria concerning social goals (job creation, national objective, Davis Bacon, etc.), the public underwriter also has a financial responsibility to utilize the scarce public fund wisely. The public lender can incur more risk and accept less return than the private lender because it is interested in both the preservation of capital and social benefits.

In addition to principal and interest payments, the public lender (if a public entity) can collect various taxes (ad valorem, wage, sales, business license, etc.), depending on the local tax structures. Accordingly, the total return to the public lender on a transaction with a relatively low interest rate may be enhanced significantly by a loan which generates increased investment, jobs, and business activity and, therefore, increased tax revenues.

## **Components of Underwriting**

The components of underwriting listed below attempt to identify the primary concepts of analysis and underwriting. They should be used as a guideline; however, they do not supercede the professional credit analysis for Revolving Loan Fund.

1. Ability to Repay
2. Collateral
3. Commitment
4. Balance Sheet Analysis
5. Experienced Management
6. Character

## **PUBLIC BENEFIT STANDARDS (Section 570.209)**

The use of the standards for public benefit is mandatory. Public benefit standards apply to all activities that are eligible under special economic development activities under Section 570.203 and special activities by CBDOs at Section 570.204, but would otherwise be eligible under Section 570.203.

The public benefit standards have two levels:

### **A. Standards for Individual Activities**

An activity is considered by HUD to provide public benefit and cannot be assisted with CDBG funds if:

1. The amount of CDBG is greater than \$50,000 per full time equivalent, permanent job (created or retained) or the CDBG cost of goods and services provided by the activity exceeds \$1,000 per low- and moderate-income person; or
2. The activity consists of or includes:
  - General promotion of the community (as a whole)
  - Assistance to professional sports teams
  - Assistance to privately-owned recreational facilities that serve a predominantly higher income clientele where the benefit to users clearly outweighs the benefit of jobs created or retained
  - Acquisition of land for which a specific use has not been identified (i.e. land banking); or
3. The for-profit business that is, or its owner is, the subject of unresolved finding of noncompliance related to previous CDBG assistance.

**B. Aggregate Standards**

Activities, in the aggregate, must

1. Create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used; or
2. Provide goods and services to an area where the number of low- and moderate-income persons served by the assisted business amounts to at least one low- and moderate-income person per \$350 of CDBG funds used; or
3. Certain activities can be excluded from the aggregate standards (refer to Section 570.209(b)(2)(v) for a list)

*Please refer to DeKalb County Community Development Department for further guidance on applying the Public Benefit Standards*

**ACCESS TO CAPITAL FOR ENTREPRENEURS, INC.**

**Exhibit B**

**CDBG Budget Summary**

<b><u>COST CATEGORY</u></b>	<b><u>BUDGET</u></b>
<b>Revolving Loan Fund Budget (RLF)</b> Establish a Revolving Loan Fund Account For the origination of Small Business Loans	\$360,000
<b>Administration Fee Budget</b> Salaries, Benefits, Processing Applications, Underwriting, and Loan Closing Services	\$ 90,000
<b>Total Amount of Contract</b>	<b><u>\$450,000</u></b>

Access to Capital for Entrepreneurs, Inc. shall be reimbursed a fixed maximum of \$4,500 on a monthly basis for salaries and benefits over the 12 month work period of the contract. In addition to the fixed monthly reimbursement amount, ACE, Inc. will draw down from the Administration Fee Budget (on a monthly basis) a maximum of ten percent (10%) of the aggregate value of loans made during each month.

In the event the RLF principle balance of \$360,000 is exhausted prior to the end of the 12 month work period, in the month after the RLF principle is exhausted, ACE, Inc. will submit a final invoice to DeKalb County for the remainder of the Administration Fee Budget, not to exceed \$90,000.

If the RLF Budget (\$360,000) has a balance at the end of the 12 month work period and there are also remaining Administration Fee Budget (\$90,000) funds available; to the extent this contract is modified in accordance with the time provision (not to exceed the absolute termination date of the contract), the fixed/variable agreement will be negotiated so that work can continue and the remaining portion of the RLF will be used to create additional loans.

**AMENDED AND RESTATED BYLAWS OF  
ACCESS TO CAPITAL FOR ENTREPRENEURS, INC.**

**ARTICLE I.**

**Name, Geographic Area and Headquarters**

1. **Name:** The name of the Corporation shall be Access to Capital for Entrepreneurs, Inc. (hereinafter referred to as the "Corporation").
2. **Geographical Area:** The Corporation shall confine its activities to the State of Georgia.
3. **Headquarters:** The principal office of the Corporation shall be in White County, Georgia in accordance with all applicable laws of the State of Georgia. The Board of Directors shall have the authority to establish such additional offices for the Corporation in such places as it considers appropriate.

**ARTICLE II.**

**Purposes and Limitations**

1. **Purposes:** The Corporation is hereby established for exclusively charitable and educational purposes and in pursuance of the following specific purposes:
  - a. to promote community development by improving the social and /or economic conditions of underserved people-low income individuals and others who lack access to capital and small business development services;
  - b. to make loans, loan guarantees, equity investments or other financing-related products or services that will enable self-employed individuals and small businesses to obtain access to capital; and
  - c. to engage in any other activity for which non-profits may be organized under the Georgia Nonprofit Corporation Code; provided, however, that all of the aforesaid purposes and activities shall be limited to the scope and intent of Section 501(c)(3) of the Internal Revenue Code as it now exists or as it may hereafter be amended.
2. **Limitations:** The Corporation is organized exclusively for charitable and educational purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code or the corresponding section of any future federal tax law. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its trustees, Board Officers, Corporate Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article II. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any



vacate his or her position on the Board for at least one year before seeking re-election to another term. All Directors of the Board shall hold office until their successors are elected and qualified.

6. Meetings: A meeting of the Board of Directors shall be held at least quarterly. Each meeting shall be called by the Chair or by any two (2) Directors, by written notice delivered personally or by telephone or by email or mailed first-class at least five (5) calendar days prior to any such meeting. This notice shall state the time and place of the meeting. Any meeting of the Board of Directors may be conducted by the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. If a Director misses two consecutive meetings without cause the Board of Directors may remove that Director by a simple majority of the Directors present and voting at any regularly scheduled meeting of the Board of Directors.

7. Action Without a Meeting: Any action required or permitted to be taken by the Board of Directors under any provision of the Georgia Nonprofit Corporation Code may be taken without a meeting, if a majority of the members of the Board of Directors shall individually or collectively consent in writing or by electronic transmission to such action, and such written or electronic consent is filed with the records of the proceedings of the Board of Directors.

8. Quorum: A majority of the Directors then in office shall constitute a quorum. Every act by a majority of the Directors present at a meeting with a quorum is an act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting. Directors may not vote by proxy.

#### 9. Standard of Care

a. General: A Director shall perform the duties of a Director, including duties as a member of any committee of the Board of Directors on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial data, in each case prepared and presented by:

- (i) One or more Officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented:
- (ii) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence: or
- (iii) A committee of the Board of Directors upon which the Director does not serve, as to matters within its designated authority, which committee the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

**ARTICLE IV.**  
**Board Committees**

1. **Committees of Directors:** The Board of Directors may, by resolution adopted by a majority of the Directors then in office, designate one or more "Formal Committees," each consisting of two or more Directors of this Board. The Board, at its discretion, may, from time to time, appoint a "Special Committee," which so appointed shall not constitute a "Formal Committee" of the Board but shall be charged solely with evaluating one or more projects or activities to be undertaken or being undertaken by the Corporation. Such "Special Committees" shall serve at the pleasure of the Board. By approval of these Bylaws, the Board of Directors hereby designates the following committees, the members of which shall be appointed by resolution of the Board of Directors (except as set forth below):

**Executive Committee:** The Executive Committee shall consist of the Chair of the Board, who shall serve as the Chair of the Executive Committee, Officers of the Board and the past-Chair of the Board of Directors (when such individual's term as a member of the Board of Directors has not expired), if any. In the event of a vacancy on the Executive Committee, it shall be filled by appointment of the Chair. During the intervals between the meetings of the Board of Directors, the Executive Committee shall have and may exercise all powers and authority of the Board of Directors, subject only to such restrictions or limitations as the Board may from time to time specify; provided, however, the Executive Committee shall not have the authority to alter, amend or repeal the Articles of Incorporation or Bylaws, or to elect Directors, or sell, lease, exchange or dispose of all or substantially all of the property and assets of the Corporation, or to authorize the merger or dissolution of the Corporation. All activities of the Executive Committee must be reported to and ratified by the Board of Directors.

**Finance and Audit Committee:** The role of the Finance and Audit Committee is to provide financial oversight to include budgeting, review of financial statements, monitoring of internal controls, accounting policies, and oversees auditor search and makes recommendations to the Board for auditor selection.

**Loan Committee:** The role of the Loan Committee is to provide lending oversight to include analyzing and subsequently approving or rejecting any loan that management does not have the authority to approve, and to monitor loan policies.

2. **Meetings and Actions of Committees:** Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of these Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members. Notice of special meetings of committees shall also be given to any and all alternate members, if any, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

**ARTICLE VI.**  
**Duties of Officers**

1. **General.** The Corporate Officers of the Corporation shall be a President, a Corporate Secretary, and Chief Financial Officer ("CFO"). The Board of Directors may, from time to time, appoint any other Corporate Officers as determined by the Board to be in the best interest of the Corporation. The Corporate Officers shall perform the duties prescribed by the Bylaws and shall assume such additional duties as may be prescribed by the Board of Directors.

2. **President:** The President shall serve as the Chief Executive Officer in charge of all operations. The President shall serve as a member of the Board of Directors and shall be hired by the Board of Directors.

3. **Corporate Secretary:** At the direction of the Board Secretary, the Corporate Secretary shall keep a correct record of all meetings of the Board of Directors; shall notify members of their appointment to committees; shall send out notices of meetings of the Board of Directors; and shall send copies of the minutes of such meetings to each member of the Board of Directors. The Corporate Secretary shall be responsible for performing all duties incident to the office of Corporate Secretary, except for those duties specifically granted to the Board Secretary which have not been delegated to the Corporate Secretary in accordance with these Bylaws, and such other duties as may be assigned by the Board of Directors from time to time. The Corporate Secretary shall be hired by the President.

4. **CFO:** The CFO of the Corporation shall keep and maintain, or cause to be kept and maintained, full and accurate books and records of accounts of this Corporation's properties and transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and other matters customarily including in financial statements. These activities shall include day to day operational transactions, budgeting and planning, financial policies, and preparation of financial statements both internal and audited, in coordination with the Corporation's current external certified public accountant. The CFO shall be responsible for performing all duties incident to the office of CFO and such other duties as may be assigned by the Board of Directors from time to time. The CFO shall be hired by the President.

**ARTICLE VII.**  
**Amendments to Bylaws**

These Bylaws may be amended at any regular or called meeting for that purpose by a vote of two-thirds (2/3) of the Board of Directors, or if two-thirds (2/3) of the Board of Directors shall individually or collectively consent in writing or by electronic transmission to such amendment, provided that the Board of Directors shall have had ten days written notice of any proposed amendment(s). All amendments must first be presented to the Board of Directors by any member and must be approved by the Board of Directors.

Amended and Restated  
Articles of Incorporation

of

Appalachian Community Enterprises, Inc.

The Articles of Incorporation of the Appalachian Community Enterprises, Inc., control number K720982, which were filed with the Secretary of State of the State of Georgia on June 13, 1997, as amended, are hereby amended and restated as follows, as of the 11th day of May, 2012, pursuant to Section 14-3-1006 of the Georgia Nonprofit Corporation Code:

Article I.

The name of the Corporation is: Access to Capital for Entrepreneurs, Inc. (the "Corporation").

Article II.

The Corporation shall have perpetual duration.

Article III.

The Corporation is a corporation organized under the Georgia Nonprofit Corporation Code. The Corporation shall be organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The specific purposes of the Corporation shall be outlined in its By-laws.

In addition, the Corporation shall have all those general powers specified in Sections 14-3-302 and 304 of the Georgia Nonprofit Corporation Code, including the power to do everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes set forth herein, provided the same not be forbidden by the laws of the State of Georgia. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organization set forth in Section 501(c)(3) of the Code and the Regulations

Article IV.

The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, trustees or other private persons; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

Article VIII.

To the fullest extent that the Georgia Nonprofit Corporation Code, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of officers or directors, no officer or director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of duty of care or other duty as an officer or director. No amendment to or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any officer or director of the Corporation for or with respect to any acts or omissions of such officer occurring prior to such amendment or repeal.

Article IX.

The mailing address and the address of the registered agent of the Corporation is 3173 Highway 129 N, Cleveland, Georgia 30528. The registered agent at such address is Grace Covington Fricks.

Article X.

These Articles of Incorporation may be amended as provided by the Georgia Non-Profit Corporation Code.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation were adopted by unanimous written consent of the Board of Directors of the Corporation as of the day and year first above written in accordance with the Georgia Nonprofit Corporation Code.



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Name: Grace Covington Fricks

Title: President and CEO



ACCESS TO CAPITAL FOR ENTREPRENEURS

To Whom It May Concern:

RE: Business License

ACE does not currently have nor is required to have a business license to operate due to its 501c3 status. This letter is in response to the request for business license indicated in our contract(s) with DeKalb County.

Sincerely,

A handwritten signature in cursive script that reads "Grace C Fricks".

Grace C Fricks  
President and CEO

Handwritten initials, possibly "GF", in the bottom right corner of the page.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Advantage Insurers, Inc. P.O. Box 308 Cornelia GA 30531		<b>CONTACT NAME:</b> Debbie Dunagan <b>PHONE (A/C No, Ext):</b> (706) 754-1590 <b>E-MAIL ADDRESS:</b> ddunagan@advins.com <b>FAX (A/C No):</b> (000) 000-0000
<b>INSURED</b> Access to Capital for Entrepreneurs Inc 3173 Highway 129 N Cleveland GA 30528-		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Auto-Owners Insurance Co. NAIC # 18988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE X OCCUR  GENTL AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER		4451230500	06/08/2017	06/08/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS X HIRED AUTOS  SCHEDULED AUTOS NON-OWNED AUTOS X		4451230500	06/08/2017	06/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b>  DED RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/LN <input type="checkbox"/> N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> DeKalb County, Georgia Department of Purchasing & Contracting The Malool Centr, 2nd Floor 1300 Commerca Drive Decatur GA 30030-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	AI 002134
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Blocker Insurance Agency 2109 Hwy 129 South, Suite A  Cleveland GA 30528	<b>CONTACT NAME:</b> House House <b>PHONE (A/C, No, Ext):</b> (706) 865-1072 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Amtrust      018533 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 965      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD:WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TWC3609554	03/28/2017	03/28/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 10%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 100,000</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ 100,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 100,000
PER STATUTE	OTH-ER																	
E.L. EACH ACCIDENT		\$ 100,000																
E.L. DISEASE - EA EMPLOYEE		\$ 500,000																
E.L. DISEASE - POLICY LIMIT		\$ 100,000																
						\$												
						\$												

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Location 1: 3173 US Highway 129 N, Cleveland, GA 30528  
 Location 2: 10 College Street, NW, Norcross, GA 30071  
 Location 3: 84 Peachtree Street, NE, Atlanta, GA 30303

<b>CERTIFICATE HOLDER</b>  Dekalb County, Georgia Department of Purchasing and Contracting The Maloof Center, 2nd Floor 1300 Commerce Drive Decatur GA 30030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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